

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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DUKES BRIDGE LLC	:	
	:	
Plaintiff,	:	Civil Action No: 10-CIV-9030 (PGG)
	:	
v.	:	
	:	
MARCOS T. MOLINA, et al.,	:	
	:	
Defendants.	:	
	:	
	:	

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COMES NOW, Defendant Bedis Zormati (“Zormati”), and hereby responds to  
Dukes Bridge LLC’s Complaint as follows:

PARTIES

1. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 1 and, therefore, denies the same.
2. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 2 and, therefore, denies the same.
3. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 3 and, therefore, denies the same.

4. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 4 and, therefore, denies the same.
5. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 5 and, therefore, denies the same.
6. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 6 and, therefore, denies the same.
7. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 7 and, therefore, denies the same.
8. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 8 and, therefore, denies the same.
9. Defendant Zormati admits the allegations contained in Paragraph 9.
10. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 10 and, therefore, denies the same.

JURISDICTION

11. Paragraph 11 of the Complaint contains legal assertions or conclusions to which no responsive pleading is required. Except as expressly admitted herein, Defendant Zormati denies the rest and remainder of Paragraph 11.

VENUE

12. Paragraph 12 of the Complaint contains legal assertions or conclusions to which no responsive pleading is required. Except as expressly admitted herein, Defendant Zormati denies the rest and remainder of Paragraph 12.

FACTUAL ALLEGATIONS

ISSUANCE OF THE UNION CENTRAL LIFE POLICY

13. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 13 and, therefore, denies the same.
14. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 14 and, therefore, denies the same.
15. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 15 and, therefore, denies the same.

16. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 16 and, therefore, denies the same.

FINANCING OF THE UNION CENTRAL LIFE POLICY PREMIUMS

17. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 17 and, therefore, denies the same.
18. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 18 and, therefore, denies the same.
19. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 19 and, therefore, denies the same.
20. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 20 and, therefore, denies the same.
21. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 21 and, therefore, denies the same.

22. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 22 and, therefore, denies the same.

23. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 23 and, therefore, denies the same.

ISSUANCE OF THE METLIFE LIFE POLICY

24. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 24 and, therefore, denies the same.

25. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 25 and, therefore, denies the same.

26. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 26 and, therefore, denies the same.

27. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 27 and, therefore, denies the same.

FINANCING OF THE METLIFE LIFE POLICY PREMIUMS

28. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 28 and, therefore, denies the same.
29. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 29 and, therefore, denies the same.
30. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 30 and, therefore, denies the same.
31. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 31 and, therefore, denies the same.
32. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 32 and, therefore, denies the same.
33. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 33 and, therefore, denies the same.

34. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 34 and, therefore, denies the same.

TRANSFER OF THE UNION CENTRAL AND METLIFE LOAN AGREEMENTS

35. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 35 and, therefore, denies the same.
36. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 36 and, therefore, denies the same.
37. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 37 and, therefore, denies the same.
38. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 38 and, therefore, denies the same.

MATURITY OF THE UNION CENTRAL LOAN AGREEMENT

39. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 39 and, therefore, denies the same.

40. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 40 and, therefore, denies the same.
41. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 41 and, therefore, denies the same.
42. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 42, and all its subparts, and, therefore, denies the same.
43. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 43 and, therefore, denies the same.
44. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 44 and, therefore, denies the same.
45. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 45 and, therefore, denies the same.
46. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 46 and, therefore, denies the same.



47. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 47 and, therefore, denies the same.

48. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 48 and, therefore, denies the same.

SALE OF THE UNION CENTRAL LIFE POLICY

49. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 49 and, therefore, denies the same.

50. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 50 and, therefore, denies the same.

51. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 51 and, therefore, denies the same.

MATURITY OF THE METLIFE LOAN AGREEMENT

52. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 52 and, therefore, denies the same.

53. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 53 and, therefore, denies the same.
54. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 54 and, therefore, denies the same.
55. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 55 and, therefore, denies the same.

SALE OF THE METLIFE LIFE POLICY

56. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 56 and, therefore, denies the same.
57. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 57 and, therefore, denies the same.
58. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 58 and, therefore, denies the same.

UNAUTHORIZED CHANGE IN OWNERSHIP OF THE LIFE POLICIES

59. Defendant Zormati denies the allegations contained in Paragraph 59.

60. Defendant Zormati denies the allegations contained in Paragraph 60.
61. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 61 and, therefore, denies the same.

### CAUSES OF ACTION

#### COUNT I-BREACH OF CONTRACT-UNION CENTRAL LOAN AGREEMENT, FORBEARANCE AGREEMENT, AND NON-CONTRAVENTION AGREEMENT

62. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.
63. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 63 and, therefore, denies the same.
64. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 64 and, therefore, denies the same.
65. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 65 and, therefore, denies the same.
66. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 66 and, therefore, denies the same.

67. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 67 and, therefore, denies the same.
68. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 68 and, therefore, denies the same.
69. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 69 and, therefore, denies the same.
70. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 70 and, therefore, denies the same.
71. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 71 and, therefore, denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 71.

COUNT II-QUASI-CONTRACT/UNJUST ENRICHMENT (UNION CENTRAL LIFE POLICY)

72. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.

73. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 73 and, therefore, denies the same.
74. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 74 and, therefore, denies the same.
75. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 75 and, therefore, denies the same.
76. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 76 and, therefore, denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 76.

COUNT III-PROMISSORY ESTOPPEL (UNION CENTRAL LIFE POLICY)

77. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.
78. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 78 and, therefore, denies the same.

79. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 79 and, therefore, denies the same.
80. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 80 and, therefore, denies the same.
81. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 81 and, therefore, denies the same.
82. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 82 and, therefore, denies the same.
83. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 83 and, therefore, denies the same.
84. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 84 and, therefore, denies the same.
85. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 85 and, therefore, denies the same.

86. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 86 and, therefore, denies the same.

87. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 87 and, therefore, denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in paragraph 87.

COUNT IV-CONVERSION/MISAPPROPRIATION OF THE UNION CENTRAL LIFE POLICY

88. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.

89. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 89 and, therefore, denies the same.

90. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 90 and, therefore, denies the same.

91. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 91 and, therefore, denies the same.

92. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 92 and, therefore, denies the same.
93. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 93 and, therefore, denies the same.
94. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 94 and, therefore, denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 94.

COUNT V-INJUNCTIVE RELIEF (UNION CENTRAL LIFE POLICY)

95. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.
96. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 96 and, therefore, denies the same.
97. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 97 and, therefore, denies the same.



98. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 98 and, therefore, denies the same.
99. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 99 and, therefore, denies the same.
100. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 100 and, therefore, denies the same.
101. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 101 and, therefore, denies the same.
102. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 102 and, therefore, denies the same.
103. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 103 and, therefore, denies the same.
104. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 104 and, therefore,

denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 104.

COUNT VI-BREACH OF CONTRACT-METLIFE LOAN AGREEMENT

105. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.
106. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 106 and, therefore, denies the same.
107. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 107 and, therefore, denies the same.
108. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 108 and, therefore, denies the same.
109. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 109 and, therefore, denies the same.
110. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 110 and, therefore, denies the same.

111. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 111 and, therefore, denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 111.

COUNT VII-QUASI-CONTRACT/UNJUST ENRICHMENT (METLIFE LIFE POLICY)

112. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.

113. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 113 and, therefore, denies the same.

114. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 114 and, therefore, denies the same.

115. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 115 and, therefore, denies the same.

116. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 116 and, therefore, denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 116.

COUNT VII-PROMISSORY ESTOPPEL (METLIFE LIFE POLICY)

117. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.
118. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 118 and, therefore, denies the same.
119. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 119 and, therefore, denies the same.
120. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 120 and, therefore, denies the same.
121. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 121 and, therefore, denies the same.
122. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 122 and, therefore, denies the same.
123. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 123 and, therefore,

denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 123.

COUNT IX-CONVERSION/MISAPPROPRIATION OF THE METLIFE LIFE POLICY

124. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.

125. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 125 and, therefore, denies the same.

126. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 126 and, therefore, denies the same.

127. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 127 and, therefore, denies the same.

128. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 128 and, therefore, denies the same.

129. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 129 and, therefore, denies the same.

130. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 130 and, therefore, denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 130.

COUNT X-INJUNCTIVE RELIEF (METLIFE LIFE POLICY)

131. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.

132. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 132 and, therefore, denies the same.

133. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 133 and, therefore, denies the same.

134. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 134 and, therefore, denies the same.

135. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 135 and, therefore, denies the same.

136. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 136 and, therefore, denies the same.
137. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 137 and, therefore, denies the same.
138. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 138 and, therefore, denies the same.
139. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 139 and, therefore, denies the same.
140. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 140 and, therefore, denies the same. Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 140.

COUNT XI-FRAUD

141. Defendant Zormati incorporates and realleges his specific answers to all preceding Paragraphs, as if set forth herein.

142. Defendant Zormati lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 142 and, therefore, denies the same.

143. Defendant Zormati denies the allegations contained in Paragraph 143.

144. Defendant Zormati denies the allegations contained in Paragraph 144.

145. Defendant Zormati denies the allegations contained in Paragraph 145.

146. Defendant Zormati denies the allegations contained in Paragraph 146.

147. Defendant Zormati denies the allegations contained in Paragraph 147.

Additionally, Defendant Zormati denies that Plaintiff is entitled to the prayer for relief contained in Paragraph 147.

#### AFFIRMATIVE DEFENSES

Defendant Zormati alleges the following affirmative defenses to the Complaint. In asserting these affirmative defenses, Defendant Zormati does not assume the burden to establish any fact or proposition where that burden is properly imposed on the Plaintiff.

##### FIRST DEFENSE

Plaintiff fails to state a claim upon which relief can be granted.

##### SECOND DEFENSE

The Court lacks subject matter jurisdiction to hear this claim.

##### THIRD DEFENSE

Plaintiff lacks standing to assert the claims in the Complaint.



FOURTH DEFENSE

Plaintiff's claims are barred by the doctrines of waiver, release, accord and satisfaction, failure of consideration, unclean hands and/or equitable estoppel, barring any recovery.

FIFTH DEFENSE

If the Plaintiff has sustained any damages as alleged in its Complaint, then any such damages were the direct result of a person or entity over whom the Defendant Zormati had no control and for whom the Defendant Zormati is not responsible.

SIXTH DEFENSE

Defendant Zormati presently has insufficient knowledge or information on which to form a belief as to whether he may have additional, as yet unstated, defenses available. Defendant Zormati reserves the right to assert additional defenses that are revealed by further investigation or by discovery. Any allegation not addressed herein are denied in full.

PRAYER

WHEREFORE, Defendant Zormati prays for judgment or relief against the Plaintiff as follows:

1. That the claims against Defendant Zormati is dismissed with prejudice and that the Plaintiff take nothing;
2. That Defendant Zormati be awarded his attorneys' fees, costs and disbursements incurred in defending this matter; and

3. Such other and further relief, including declaratory, equitable relief and damages, as this Court deems just and proper.

DATED this 27th day of December, 2010.

By his Attorneys,

The Aboushi Law Firm

s/Tahanie A. Aboushi

Tahanie A. Aboushi, Esquire

SDNY Bar ID: TA0699

501 5th Avenue, Suite 305

Tel: 212-300-2113

Fax: 646-367-4925

New York, NY 10017

Attorney for Defendant Bedis Zormati

**CERTIFICATE OF SERVICE**

I hereby certify that on December 27, 2010, I electronically filed the foregoing with the Clerk of the Court for the United States District Court for the Southern District of New York by using the CM/ECF system. I certify that service will be accomplished by the CM/ECF system to CM/ECF registered users and that copies will be sent today to those indicated as non-registered participants.

s/Tahanie A. Aboushi

Tahanie A. Aboushi